

LAW OFFICES OF DALE K. GALIPO  
Dale K. Galipo, Esq. (SBN 144074)  
E-mail: dalekgalipo@yahoo.com  
Eric Valenzuela, Esq. (SBN 284500)  
Email: evalenzuela@galipolaw.com  
21800 Burbank Blvd., Suite 310  
Woodland Hills, CA 91367  
Tel: (818) 347-3333

*Attorneys for Plaintiffs*

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

J.F., a minor, by and through her  
Guardian Ad Litem, LIZ FRANCO,  
et al.,

Plaintiffs,

vs.

CITY OF WOODLAKE, et al.,

Defendants.

Case No. 1:23-CV-01569-JLT-BAM

[*Hon. Jennifer L. Thurston*]

**UNOPPOSED *EX PARTE*  
APPLICATION FOR APPROVAL OF  
THE COMPROMISE OF THE  
CLAIMS OF MINOR PLAINTIFF  
M.M.; VERIFICATION BY JENNIFER  
MENENDEZ**

[Declaration of Eric Valenzuela and  
Exhibits thereto, Proposed Orders and  
exhibits thereto *filed concurrently herewith*]

1 **TO THIS HONORABLE COURT, ALL PARTIES, AND THEIR**  
2 **ATTORNEYS OF RECORD:**

3 **PLEASE TAKE NOTICE THAT** Plaintiff M.M., by and through her  
4 guardian *ad litem*, Jennifer Menendez, individually and as a successor in interest to  
5 Victor Melendez, deceased, hereby moves this Court by way of this *Ex Parte*  
6 Application for Approval of Compromise of the Claims of Minor Plaintiff M.M.  
7 (“Application”) for an order approving the settlement of her claims and distribution  
8 of her settlement funds. The grounds for this Application are set forth in the  
9 Memorandum of Points and Authorities, which follows below, and the Declaration  
10 of Eric Valenzuela (“Valenzuela Decl.”), which is submitted concurrently herewith.

11 Prior to filing this *ex parte* application, Plaintiffs’ counsel Eric Valenzuela  
12 contacted Defendants’ counsel to confirm that Defendants will not be opposing the  
13 instant Application. Defendants are represented by Van Longyear, Esq., of  
14 Longyear, Lavra & Cahill, LLP, 555 University Avenue, Suite 280, Sacramento, CA  
15 95825. Valenzuela Decl. at ¶ 2. Defendants and their counsel do not oppose the  
16 filing of this Application on an *ex parte* basis, nor do Defendants and their counsel  
17 oppose the substance of this Application. Valenzuela Decl. at ¶ 3.

18 This Application seeks approval of the compromise of Plaintiff’s claims on an  
19 *ex parte* basis because M.M.’s guardian *ad litem*, after consulting with an annuity  
20 broker, vetting insurance companies, and reviewing proposed annuity plans, has  
21 chosen an annuity the interest rate for which is likely to expire if this petition is  
22 heard as a regularly noticed motion. For that reason, filing this Application as a  
23 regularly-noticed motion may cause a decrease in payment benefits to the minor  
24 plaintiff. *Id.* Accordingly, Petitioner Jennifer Menendez as guardian *ad litem* for  
25 minor Plaintiff M.M. respectfully requests that this Court consider this Application  
26 on an *ex parte* basis. Valenzuela Decl. at ¶ 4.

1 DATED: August 8, 2025

LAW OFFICES OF DALE K. GALIPO

2  
3 By: /s/ Eric Valenzuela

4 Dale K. Galipo

5 Eric Valenzuela

6 *Attorneys for Plaintiffs*  
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**UNOPPOSED EX PARTE APPLICATION FOR APPROVAL OF  
COMPROMISE OF THE CLAIMS OF MINOR PLAINTIFF M.M.**

**I. INTRODUCTION**

Plaintiff M.M., by and through her guardian *ad litem*, Jennifer Menendez, individually and as a successor in interest to Victor Melendez, deceased, hereby submits this *ex parte* application and proposed order for approval of the compromise of the claims of minor Plaintiff M.M. (“Application”), and requests that this Honorable Court approve of the proposed distribution of Plaintiff M.M.’s funds.

The instant claims of Plaintiff M.M. arose out of the shooting of Victor Melendez (“Decedent”) on December 17, 2022, by officers working for the City of Woodlake Police Department. Plaintiff M.M. is one of Decedent’s biological children and one of his lawful successors in interest. In addition to Plaintiff M.M., the Decedent’s other children, J.F. and V.F., are Plaintiffs in this action. The parties have agreed to settle the above-referenced case as to all claims and parties. The settlement has been approved by the proper authorities. During the negotiations, the defense made it very clear that they would never pay over \$300,000 to the Plaintiffs to settle their case, but would agree pay Plaintiffs’ attorneys’ fees, including statutory fees and costs, separately from the Plaintiffs’ settlement. Since the defense insisted that they would not pay over \$300,000 to the Plaintiffs to settle their claims, Plaintiffs indicated they would agree to settle Plaintiffs’ claims for \$300,000, but the defense would also have to pay \$150,000 in attorney’s fees, including statutory fees and costs. Plaintiffs’ counsel was agreeable to \$150,000 in attorney’s fees because it would be the equivalent of Plaintiff’s counsel voluntarily reducing his 40% contingency fees to 33.33% and waiving litigation costs, which Plaintiffs’ counsel was agreeable to in order to finalize the settlement.

The settlement agreement obligates Defendants to pay Plaintiffs \$300,000 to settle their claims, plus \$150,000 in attorney’s fees, including statutory fees and costs. Out of the settlement proceeds, each of the three Plaintiffs will receive

1 \$100,000 and their attorneys have agreed to not deduct any of the litigation costs  
2 from the Plaintiffs' share of the settlement. Valenzuela Decl. at ¶ 5.

## 3 **II. DISCUSSION**

4 District courts have a special duty, derived from Federal Rule of Civil  
5 Procedure 17(c), to safeguard the interests of litigants who are minors. Rule 17(c)  
6 provides, in relevant part, that a district court must appoint a guardian *ad litem*—or  
7 issue another appropriate order—to protect a minor or incompetent person who is  
8 unrepresented in an action.” Fed. R. Civ. P. 17(c). In the context of proposed  
9 settlements in suits involving minor plaintiffs, this special duty requires a district  
10 “court [to] conduct its own inquiry to determine whether the settlement serves the  
11 best interests of the minor.” *Dacanay v. Mendoza*, 573 F.2d 1075, 1080 (9th Cir.  
12 1978); *see also Salmeron v. United States*, 724 F.2d 1357, 1363 (9th Cir. 1983)  
13 (holding that “a court must independently investigate and evaluate any compromise  
14 or settlement of a minor’s claims to assure itself that the minor’s interests are  
15 protected, even if the settlement has been recommended or negotiated by the  
16 minor’s parent or guardian ad litem.”).

17 Although the district court has a special duty to safeguard the interests  
18 of minor plaintiffs, that duty requires only that the district court  
19 determine whether the net amount distributed to each minor plaintiff in  
20 the proposed settlement is fair and reasonable, without regard to the  
21 proportion of the total settlement value designated for adult co-Plaintiffs  
22 and contracted by them with Plaintiffs’ counsel. If the net recovery of  
each minor plaintiff under the proposed settlement is fair and reasonable,  
the district court should approve the settlement as proposed.

23 *Robidoux v. Rosengren*, 638 F.3d 1177, 1179 (9th Cir. 2011).

24 California Code of Civil Procedure Section 372 and California Rules of  
25 Court, rule 3.1384 refer to the requirement of court approval and incorporate other  
26 rules requiring disclosure of various pertinent facts. California Rule of Court, rule  
27 3.1384 provides that “[a] petition for court approval of a compromise or covenant  
28

1 not to sue under Code of Civil Procedure Section 372 must comply with rules 7.950,  
2 7.951, and 7.952.”

3 Pursuant to the above California rules, Plaintiff M.M. and her attorneys make  
4 the following disclosures:

5 1. The Petitioner is Jennifer Menendez, guardian *ad litem* for minor  
6 Plaintiff M.M. and is represented by the Law Offices of Dale K. Galipo.

7 2. Plaintiff M.M. is the biological child of the decedent in this case, Victor  
8 Melendez. M.M. is female and was born in 2016.

9 3. The nature of Plaintiff M.M.’s claims in this lawsuit are set forth in the  
10 operative complaint. Pursuant to the settlement agreement, Plaintiff’s claims will be  
11 compromised without a trial on the merits. Valenzuela Decl. at ¶ 6.

12 4. Plaintiffs M.M.’s damages in this case arise from (1) the injuries  
13 suffered by the Decedent, for which Plaintiff M.M. can recover survival damages as  
14 a successor in interest; and (2) Plaintiff M.M.’s individual loss of the Decedent’s  
15 comfort, care, companionship, training, support, and guidance (wrongful death  
16 damages). Valenzuela Decl. at ¶ 7.

17 5. Medical treatment and medical billing are not relevant. Plaintiff M.M.  
18 has not received medical treatment in connection with this case.

19 6. Based on the settlement agreement, the Defendants agree to pay to the  
20 Plaintiffs \$300,000 to resolve their claims, plus an additional \$150,000 in attorney’s  
21 fees, including statutory fees and costs.

22 7. Plaintiff M.M.’s attorneys (which include the Law Offices of Dale K.  
23 Galipo and Chain, Cohn and Clark), are requesting attorneys’ fees in a total amount  
24 of \$150,000 for representing all three Plaintiffs, including statutory fees and costs.  
25 This amount is the equivalent of 33.33% of the total settlement funds allocated to  
26 the Plaintiffs J.F., V.F. and M.M. or \$300,000 for the Plaintiffs’ portion of the  
27 settlement and \$150,000 in attorneys’ fees, including statutory fees and costs.  
28 Valenzuela Decl. at ¶ 8. The contingency retainer agreements between Plaintiffs

1 and their attorneys provide for a 40% contingency fee, but J.F., V.F. and M.M.'s  
2 attorneys would only receive what is the equivalent of 33.33% contingency fee with  
3 respect to the minors' portions of the settlement funds and are also not deducting  
4 any litigation costs from the Plaintiffs' share of the settlement. The parties agreed to  
5 settle the Plaintiffs' case for \$300,000 and also agreed to pay \$150,000 in attorneys'  
6 fees, including statutory fees and costs. Plaintiffs' attorneys are thus requesting  
7 approval of \$150,000 in attorneys' fees (including contingency fees, statutory fees  
8 and litigations costs) and \$300,000 allocated to J.F., V.F. and M.M. Valenzuela  
9 Decl. at ¶ 9.

10 8. Under the existing retainer agreements, Plaintiffs' attorneys are entitled  
11 a 40% attorney recovery fee, plus reimbursement of advanced litigation costs.  
12 However, Plaintiffs' counsel would only receive \$150,000, in attorney's fees,  
13 including statutory fees, which is the equivalent of a 33.33% contingency fee with  
14 respect to the three minor Plaintiffs' share of the settlement and have voluntarily  
15 waived litigation costs from being deducted from the minors' share. The parties  
16 agreed to settle the Plaintiffs' case for \$300,000, plus \$150,000 in attorneys' fees,  
17 including statutory fees and costs. The contingency attorney fee award in this case  
18 is justified by attorney Dale K. Galipo's skill and experience in the civil rights field,  
19 the difficulties of this case, and the risk assumed by Plaintiffs' counsel in a case with  
20 difficult facts. If Plaintiffs' attorneys were not awarded a significant compensatory  
21 fee in difficult civil rights cases of public importance, then attorneys would not be  
22 able to take such cases. In turn, plaintiffs such as M.M. would not be able to attract  
23 competent counsel who could achieve similar results and achieve justice for victims  
24 of police brutality. Accordingly, Plaintiffs and their attorneys submit that they are  
25 deserving of the requested \$150,000 (which is the equivalent of a 33.33% of the  
26 total recovery) of the settlement. Valenzuela Decl. at ¶ 10.

27 9. As stated above, the gross amount of the Plaintiffs' portion of the  
28 settlement is \$300,000, plus an additional payment of \$150,000 in attorneys' fees,

1 including statutory fees and costs. Also as indicated above, the share of these  
2 proceeds apportioned for minor Plaintiffs J.F., V.F. and M.M. is \$300,000. After  
3 deducting requested attorneys' fees, which is the equivalent of \$50,000 per minor  
4 Plaintiff, the total net settlement proceeds to each of the Plaintiffs J.F., V.F. and  
5 M.M. is \$100,000. A separate minor's compromise is being filed on behalf of minor  
6 Plaintiffs, J.F. and V.F. Valenzuela Decl. at ¶ 11.

7 10. It is requested that \$100,000 be used to fund a structured settlement  
8 annuity for Plaintiff M.M., that \$100,000 be used to fund a structured settlement  
9 annuity for Plaintiff J.F., and that \$100,000 be used to fund a structured settlement  
10 annuity for Plaintiff V.F. (J.F. and V.F. are the subject of a separate minors'  
11 compromise application). Valenzuela Decl. at ¶ 12.

12 11. Attached as "Exhibit A" to the Declaration of Eric Valenzuela is the  
13 proposed structured settlement annuity and disbursement schedules for Plaintiff  
14 M.M. Under the proposal set forth in "Exhibit A," the total amount that Plaintiff  
15 M.M. shall receive after the final payment is made to her is \$148,800 or \$111,000 in  
16 annual payments and monthly payments of \$350 for 9 years and 1 month (totaling  
17 \$37,800). The structured settlement annuity provides for a monthly payment of  
18 \$350 to be made to parent and guardian *ad litem*, Jennifer Menendez, until M.M.  
19 turns seventeen years old. Petitioner is in agreement that this monthly payment of  
20 \$350 is to be used specifically and exclusively on minor M.M. for her necessities of  
21 life, including food, clothing, shelter and educational expenses. M.M.'s guardian  
22 *ad litem*, Petitioner Jennifer Menendez, has reviewed the proposed annuity and  
23 disbursement schedule for M.M. set forth in "Exhibit A" and believes it is in the  
24 best interest of M.M. Valenzuela Decl. at ¶ 13.

25 12. The moving guardian *ad litem* Jennifer Menendez has no claims against  
26 Defendants in connection with the subject incident.

27 13. The moving guardian *ad litem* Jennifer Menendez does not have any  
28 claims against Plaintiffs M.M., J.F. or V.F. in connection with the subject incident.



1 14. California Welfare and Institutions Code Section 14124.73 does not  
2 apply.

3 15. This motion does not seek an order for payment of money to a special  
4 needs trust. Valenzuela Decl. at ¶ 14.

5 Disclosures pursuant to California Rule of Court 7.951

6 1. This petition was prepared by attorney Eric Valenzuela (California  
7 State Bar Number 284500), of the Law Offices of Dale K. Galipo, located at 21800  
8 Burbank Boulevard, Suite 310, Woodland Hills, California, which represents  
9 Plaintiffs M.M., J.F. and V.F. in this action, along with Chain, Cohn and Clark.  
10 Valenzuela Decl. at ¶ 15.

11 2. Plaintiff M.M.'s attorneys (the Law Offices of Dale K. Galipo and  
12 Chain, Cohn and Clark) did not become concerned with this matter at the instance of  
13 any party against whom the claim of said minors is asserted. Valenzuela Decl. at ¶  
14 16.

15 3. Plaintiff M.M.'s attorneys (the Law Offices of Dale K. Galipo and  
16 Chain, Cohn and Clark) are not employed by any other party, or any insurance  
17 carrier involved in the matter. Valenzuela Decl. at ¶ 17.

18 4. Plaintiff M.M.'s attorneys (the Law Offices of Dale K. Galipo and  
19 Chain, Cohn and Clark) have not to date received any compensation for their  
20 services in connection herewith from any person. Valenzuela Decl. at ¶ 18.

21 5. Plaintiffs J.F., V.F., and M.M., are the only Plaintiffs in the above-  
22 referenced action. Plaintiffs' attorneys expect to receive \$150,000 in attorney's  
23 fees, including statutory fees and costs (for all three minor plaintiffs), as set forth  
24 above. Valenzuela Decl. at ¶ 19.

25 6. Plaintiffs' attorneys accepted this engagement for a contingency fee,  
26 plus reimbursement for any costs advanced. The retainer agreements with all  
27 Plaintiffs provides for a 40% contingency attorney fee on any recovery Plaintiffs  
28 make on their case by way of verdict or settlement, but Plaintiffs' counsel would

1 only receive \$150,000, which is the equivalent of a 33.33% contingency fee on  
2 Plaintiffs J.F., V.F., and M.M.'s recovery and has also voluntarily waived litigation  
3 costs from being deducted from the Plaintiffs' share of the settlement. Valenzuela  
4 Decl. at ¶ 20.

5 Disclosures pursuant to Local Rule 202(b)(2)

6 1. The age and sex of the minor: M.M. is 8 years old and is female.  
7 Valenzuela Decl. at ¶ 21.

8 2. The nature of the causes of action to be settled or compromised: This  
9 case is a civil rights 42 U.S.C. section 1983 case, which stems from the fatal officer  
10 involved shooting of Victor Melendez, the Decedent, by Officers Chris Kaious and  
11 Juan Gonzales of the Woodlake Police Department. Plaintiffs' Complaint contains  
12 causes of action for Unreasonable Search and Seizure—Excessive Force (42 U.S.C.  
13 § 1983); Unreasonable Search and Seizure—Denial of Medical Care (42 U.S.C. §  
14 1983); Substantive Due Process—(42 U.S.C. § 1983); Battery (Wrongful Death and  
15 Survival Damages); Negligence (Wrongful Death and Survival Damages); and  
16 Violation of Bane Act (Cal. Civil Code § 52.1).

17 3. The facts and circumstances out of which the causes of action arose,  
18 including the time, place and persons involved: On December 17, 2022, officers  
19 received a radio dispatch from Decedent's girlfriend alleging that Decedent was  
20 fighting with her, had put a gun to her head and had choked her. Victor Melendez  
21 was identified as the suspect and a records check indicated that Decedent had an  
22 extensive criminal history and incarceration history, including have spent multiple  
23 years in prison for trafficking cocaine and marijuana. The radio dispatch also  
24 indicated that Decedent was now in his vehicle on the side of the house. Law  
25 enforcement arrived at the home, located Decedent inside of his vehicle and a  
26 vehicle pursuit ensued. During the vehicle pursuit, Decedent drove on the wrong  
27 side of the road, reached speeds of up to 100 mph, and a spike strip was used in  
28 order to stop Decedent's vehicle. The spike strip punctured the rear tire and

1 eventually Decedent lost control of his vehicle and struck two vehicles near  
2 Highway 198 and Road 196, in Tulare County, near the City of Exeter, California.  
3 One of the vehicles struck had two young men as the passengers and the other  
4 vehicle was father with his two young children in the car.

5 After colliding with the two vehicles, Decedent car became inoperable out on  
6 the highway 198. Several officers from various agencies all surrounded the vehicle  
7 and began giving several commands for Decedent to exit out of the vehicle.  
8 Decedent did not comply with the officers' commands and repositioned himself to  
9 the front passenger seat. While inside of his vehicle for several minutes, Decedent  
10 had his right hand inside of a black fanny pack as if he was going to draw a weapon.  
11 The officers repeatedly told Decedent to show his hands, but Decedent kept his hand  
12 inside of the fanny pack as if he was going to retrieve a weapon. Officers can be  
13 heard telling Decedent "don't do it" several times throughout the incident.

14 Eventually, the officers allege that Decedent grabbed a rosary nearby as if he  
15 was saying a prayer, lit a cigarette and began to raise his right hand as if he was  
16 pulling out a gun. Officers Chris Kaious and Juan Gonzales of the Woodlake Police  
17 Department, then fatally fired several shots at Decedent alleging that they believed  
18 Decedent was going to pull out a gun and shoot them or the other officers, in part,  
19 because the original call involved the use of a handgun. Throughout the case, the  
20 defense argued that this was a suicide by cop situation. After the shooting, body  
21 cam footage shows that Decedent's right hand was still inside of the black fanny  
22 pack. Further, at autopsy, Decedent's toxicology report tested positive for  
23 methamphetamines.

24 4. The manner in which the compromise amount or other consideration  
25 was determined, including such additional information as may be required to enable  
26 the Court to determine the fairness of the settlement or compromise and if a personal  
27 injury claim, the nature and extent of the injury with sufficient particularity to  
28 inform the Court whether the injury is temporary or permanent:

1 The parties had protracted settlement negotiations over several months and  
2 the case was vigorously litigated by the defense. Ultimately the parties agreed on a  
3 settlement of \$300,000 to resolve Plaintiff's claims, plus \$150,000 for attorneys'  
4 fees, including statutory fees and costs. Plaintiffs believe that this amount and fair  
5 and reasonable considering the substantial liability issues and negative evidence in  
6 the case. These issues and evidence include Decedent's substantial criminal and  
7 incarceration history. Decedent was a convicted cocaine trafficker and had spent  
8 several years in prison. Further, the initial call regarding domestic violence for  
9 Decedent choking and pointing a gun to the head of his female girlfriend, the  
10 highspeed and dangerous vehicle pursuit resulting in a horrific vehicle collision on  
11 the highway with multiple vehicles, including a car carrying two very young  
12 children. Moreover, the meth in Decedent's system, refusing to exit his vehicle after  
13 the collision, ignoring police commands to show his hands and safely exit out the  
14 vehicle, simulating having a weapon, allegedly saying a rosary prayer and raising  
15 his hand in the fanny pack as if going to pull out a gun, which under the totality of  
16 the circumstances, could support a suicide by cop scenario.

17 Based on the various negative facts and evidence in the case, there was a  
18 significant concern and chance that the jury could return a verdict for the defense  
19 and have to deal with the doctrine of qualified immunity. The nature and extent of  
20 the injury is that Decedent was fatally shot multiple times by Officers Kaious and  
21 Juan Gonzales, permanently depriving the minor Plaintiffs of the life-long love,  
22 companionship, comfort, support, society, care and sustenance of their father,  
23 Decedent, for the remainder of their natural lives.

24 Petitioner's Endorsement

25 Petitioner has made a careful and diligent inquiry and investigation to  
26 ascertain the facts relating to the incident giving rise to the Plaintiff M.M.'s claims,  
27 the parties responsible for the incident, and the nature, extent and seriousness of the  
28 Plaintiff M.M.'s claims. Petitioner further understands that if the compromise

1 proposed in this petition is approved by the Court and is consummated, Plaintiff  
2 M.M. will be forever barred from seeking any further recovery of compensation  
3 even though Plaintiff M.M.'s injuries and losses might in the future appear to be  
4 more serious than they are now thought to be. Petitioner Ms. Menendez is informed  
5 and believes that Plaintiff M.M. has made sufficient recovery from the effects of  
6 their injuries and losses so as to justify the resolution of this matter in accordance  
7 with the terms of the settlement agreement. Petitioner recommends the compromise  
8 and the proposed distribution to Plaintiff M.M. to the Court as being fair,  
9 reasonable, and in the best interest of the minor plaintiff, and requests that the Court  
10 approve this compromise settlement and make such other and further orders as may  
11 be just and reasonable. Accordingly, Petitioner Jennifer Menendez, guardian *ad*  
12 *litem* for minor Plaintiff M.M., requests that this Honorable Court enter the  
13 proposed annuity attached to the Valenzuela Decl. as "Exhibit A" for Plaintiff M.M.

14 **III. CONCLUSION**

15 For the reasons above, Petitioner Jennifer Menendez and Plaintiff M.M., through  
16 their guardian *ad litem*, respectfully submits that this Court should enter the  
17 proposed order and "Exhibit A" submitted concurrently herewith.

18  
19 Respectfully submitted,

20  
21 DATED: August 8, 2025

LAW OFFICES OF DALE K. GALIPO

22  
23 By: /s/ Eric Valenzuela

24 Dale K. Galipo

25 Eric Valenzuela

26 *Attorneys for Plaintiffs*  
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